



Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Contract No. 08183219
Control 150302011
Project STP 1802(505)HES
Highway FM 1584
County HOWARD

October 1, 2018

DELHUR INDUSTRIES, INC.
2443 W. STATE HWY 176
ANDREWS, TX 79714-0000

Construction Division
512-416-2425/2440/2465

Subject: AUTHORIZATION TO BEGIN WORK

We are forwarding one copy of the fully executed Contract as shown above. You are authorized to begin construction in accordance with the provisions of said contract.

Time for completion of the contract will be computed in accordance with Item 8.

Your proposal check is being returned according to your instructions or your proposal bid bond is released from further liability.

Sincerely,

Jesse A. Lineberger
Director, Construction & Maintenance Contract Letting

Enclosure

cc: ABL District

BONDED BY: COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
ZURICH AMERICAN INSURANCE COMPANY
BOND NO. 09289149

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

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CONTRACT NO.	08183219
CONTROL	1503-02-011
PROJECT	STP 1802(505)HES
HIGHWAY	FM 1584
COUNTY	HOWARD

CONTRACT

between

STATE OF TEXAS

and

DELHUR INDUSTRIES, INC.

for

CONSTRUCTION OF 4.533 MILES

of

FM 1584

in

HOWARD COUNTY

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

CONTRACT NO.	08183219
CONTROL	1503-02-011
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CONSTRUCTION CONTRACT

This agreement is made by and between the State of Texas, represented by the Executive Director, Texas Department of Transportation, party of the first part, and **DELHUR INDUSTRIES, INC.**, its executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the State desires to enter into a contract for the highway improvement as shown and described in the plans, specifications and special provisions included or referenced herein or as far as the money available will construct in accordance with the provisions of the State Statutes, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included or referenced specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at its own proper cost and expense, all the work necessary for the highway improvement as shown and described in the plans and in accordance with the provisions of the referenced specifications and special provisions which are a part of this contract.

The work to be performed under this contract shall be completed in **210 WORKING** days.

And the State in consideration of the full and true performance of said work by the Contractor hereby agrees and binds itself to pay to the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The State limits its obligation hereunder to the funds available.

PROJECT: STP 1802(505)HES
COUNTY : HOWARD

CCSJ BIDDER DATE DIV JOB
150302011 5 8 18 47 219

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT APPROX. QUANT.	UNIT BID PRICE	EXTENSION
110	6001		EXCAVATION (ROADWAY) CY 739.000	18.000	13,302.00
112	6002		SUBGRADE WIDENING (DENS CONT) STA 478.680	420.000	201,045.60
164	6002		BROADCAST SEED (PERM) (RURAL) (SANDY) AC 28.000	598.560	16,759.68
168	6001		VEGETATIVE WATERING MG 1,620.000	43.840	71,020.80
216	6001		PROOF ROLLING HR 200.000	120.000	24,000.00
247	6053		FL BS (CMP IN PLC) (TYD GR1-2) (FNAL POS) CY 28,192.000	44.330	1,249,751.36
251	6015		REWORK BS MTL (TY C) (6") (DENS CONT) STA 233.000	360.000	83,880.00
251	6027		REWORK BS MTL (TY B) (6") (DENS CONT) SY 3,173.000	3.600	11,422.80
310	6009		PRIME COAT (MC-30) GAL 22,699.000	5.060	114,856.94
316	6001		ASPH (MULTI OPTION) GAL 34,048.000	4.400	149,811.20
316	6189		AGGR(TY-D GR-3 SAC-B) CY 721.000	132.020	95,186.42
316	6191		AGGR(TY-D GR-4 SAC-B) CY 658.000	132.020	86,869.16
316	6405		ASPH (AC-20-5TR OR AC-20XP) GAL 27,238.000	3.850	104,866.30
401	6001		FLOWABLE BACKFILL CY 241.000	203.500	49,043.50
459	6007		GABION MATTRESSES (GALV) (12 IN) SY 88.000	48.000	4,224.00
460	6010		CMP AR (GAL STL DES 3) LF 2,043.000	56.900	116,246.70
464	6019		RC PIPE (CL IV) (30 IN) LF 610.000	116.030	70,778.30
467	6417		SET (TY II) (30 IN) (RCP) (3: 1) (C) EA 26.000	1,500.000	39,000.00
467	6537		SET (TY II) (DES 3) (CMP) (6: 1) (P) EA 62.000	1,240.500	76,911.00
496	6007		REMOV STR (PIPE) LF 314.000	18.000	5,652.00

PROJECT: STP 1802(505)HES
COUNTY : HOWARD

CCSJ BIDDER DATE DIV JOB
150302011 5 8 18 47 219

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
662	6004		WK ZN PAV MRK NON-REMOV (W) 4" (SLD) LF	48,454.000	.180	8,721.72
662	6032		WK ZN PAV MRK NON-REMOV (Y) 4" (BRK) LF	5,950.000	.120	714.00
662	6034		WK ZN PAV MRK NON-REMOV (Y) 4" (SLD) LF	6,629.000	.120	795.48
662	6111		WK ZN PAV MRK SHT TERM (TAB) TY Y-2 EA	2,125.000	1.700	3,612.50
666	6048	007	REFL PAV MRK TY I (W) 24" (SLD) (100MIL) LF	120.000	4.130	495.60
666	6214	007	REFL PAV MRK TY II (Y) 24" (SLD) LF	133.000	.720	95.76
666	6342	007	REF PROF PAV MRK TY I (W) 4" (SLD) (100MIL) LF	48,454.000	.640	31,010.56
666	6344	007	REF PROF PAV MRK TY I (Y) 4" (BRK) (100MIL) LF	5,950.000	.640	3,808.00
666	6345	007	REF PROF PAV MRK TY I (Y) 4" (SLD) (100MIL) LF	6,764.000	.640	4,328.96
672	6009		REFL PAV MRKR TY II-A-A EA	384.000	5.500	2,112.00
6001	6002		PORTABLE CHANGEABLE MESSAGE SIGN EA	4.000	18,975.000	75,900.00
6056	6002		PREFORMED CENTERLINE RUMBLE STRIP LF	745.000	17.710	13,193.95
6185	6002	001	TMA (STATIONARY) DAY	6.000	960.000	5,760.00
6185	6005	001	TMA (MOBILE OPERATION) DAY	2.000	3,000.000	6,000.00
TOTAL						3,443,262.37

CONTRACT NO. 08183219

COUNTY HOWARD

The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The contractor agrees that any payments owing under this contract will be applied towards the debt or delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS
Party of the First Part

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By  P.E.
GINA E. GALLEGOS, P.E., DIRECTOR, CONSTRUCTION DIVISION

Date 10/1/18

CARLOS J. RODRIGUEZ PE CDD-CST


(Typed, Printed or Stamped Name and Title)

RECOMMENDED FOR EXECUTION:



CONTRACTOR
Party of the Second Part

DELHUR INDUSTRIES, INC.

By:  - VICE PRESIDENT
RICHARD HURWORTH (Title)

9/26/18 (Date)

By: _____
(Title)

(Date)

By: _____
(Title)

(Date)

PERFORMANCE BOND

CONTRACT NO. 08183219

COUNTY HOWARD

BOND NO. 09289149

KNOW ALL PERSONS BY THESE PRESENTS:

That we **DELHUR INDUSTRIES, INC.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than **three million four hundred forty-three thousand two hundred sixty-two and 37/100 Dollars (\$3,443,262.37)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the **Principal's** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this, 21 day of September, 2018.

DELHUR INDUSTRIES, INC.

DELHUR INDUSTRIES, INC.
CONTRACTOR

*By: Richard Hurworth
(Title) VICE PRESIDENT
RICHARD HURWORTH
DELHUR INDUSTRIES, INC.
CONTRACTOR

*By: Richard Hurworth
(Title) VICE PRESIDENT
RICHARD HURWORTH

Colonial American Casualty
and Surety Company
SURETY (Print Firm Name and Seal)

*By: Karen C. Swanson
(Title) Attorney-in-Fact
Karen C. Swanson
Zurich American Insurance Company
SURETY (Print Firm Name and Seal)

*By: Karen C. Swanson
(Title) Attorney-in-Fact
Karen C. Swanson
SURETY (Print Firm Name and Seal)

*By: _____
(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

PAYMENT BOND

CONTRACT NO. 08183219

COUNTY HOWARD

BOND NO. 09289149

KNOW ALL PERSONS BY THESE PRESENTS:

That we **DELHUR INDUSTRIES, INC.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with an amount no greater than **three million four hundred forty-three thousand two hundred sixty-two and 37/100 Dollars (\$3,443,262.37)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said **Principal** is required before commencing the work provided for in said contract to execute a bond in the amount of said contract solely for the protection of all claimants, as defined by the Texas Government Code Title 10, Chapter 2253, or successor statutes, in the prosecution of the work provided for in said contract supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **Surety(s)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this, 21 day of September, 2018.

DELHUR INDUSTRIES, INC.

DELHUR INDUSTRIES, INC.

CONTRACTOR

*By: [Signature]
(Title) VICE PRESIDENT
RICHARD HURWORTH
DELHUR INDUSTRIES, INC.
CONTRACTOR

*By: [Signature]
(Title) VICE PRESIDENT
RICHARD HURWORTH

Colonial American Casualty
and Surety Company
SURETY (Print Firm Name and Seal)

*By: [Signature]
Karen C. Swanson (Title) Attorney-in-Fact
Zurich American Insurance Company
SURETY (Print Firm Name and Seal)

*By: [Signature]
Karen C. Swanson (Title) Attorney-in-Fact

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Karen C. SWANSON, Julie R. TRUITT, Jamie L. MARQUES, Carley ESPIRITU, Christopher KINYON, Brent E. HEILESEN, Annelies M. RICHIE, Mary S. NORRELL, Heather L. ALLEN and Peter J. COMFORT, all of Tacoma, Washington, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of October, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Secretary
Michael McKibben

David D. McVicker

Vice President
David McVicker

State of Maryland
County of Baltimore

On this 5th day of October, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019





Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.